

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

MEETING DATE: 8/16/06

DIVISION: COUNTY ADMINISTRATOR

BULK ITEM: YES

DEPARTMENT: AIRPORTS

STAFF CONTACT PERSON: Peter Horton

AGENDA ITEM WORDING: Approval of and authorization for the Mayor to execute a contract with Koch Corporation for the Noise Insulation Program, Phase 5 Construction, for the Key West International Airport.

ITEM BACKGROUND: This project will be funded 95% by the Federal Aviation Administration, and 5% by Passenger Facility Charge Revenue.

PREVIOUS RELEVANT BOCC ACTION: Approval to submit PFC Application # 9, to the Federal Aviation Administration, August 18, 2004.

CONTRACT/AGREEMENT CHANGES: New contract

STAFF RECOMMENDATION: Approval

TOTAL COST: \$2,718,934.00

BUDGETED: Yes

COST TO AIRPORT: None
COST TO PFC: \$135,919.70
COST TO COUNTY: None

SOURCE OF FUNDS: FAA, PFC Revenue

REVENUE PRODUCING: No


AMOUNT PER MONTH /YEAR:

APPROVED BY: County Attorney X

OMB/Purchasing X

Risk Management X

AIRPORT DIRECTOR APPROVAL _____


Peter J. Horton

DOCUMENTATION: Included X

Not Required

AGENDA ITEM # _____

DISPOSITION: _____

/bev
AO

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract #

Contract with: Koch Corporation

Effective Date: Execution

Expiration Date: 10/5/07

Contract Purpose/Description: Noise Insulation Program, Phase 5 Construction

Contract Manager: Bevette Moore
(name)

5195
(Ext.)

Airports - Stop # 5
(Department/ Stop)

for BOCC meeting on: 8/16/06

Agenda Deadline: 8/1/06

CONTRACT COSTS

Total Dollar Value of Contract: 2,718,394.00

Current Year Portion: ~ 50,000.00

Budgeted? Yes

Account Codes: Pending FAA Grant 037-29

Grant: FAA

County Match: PFC Revenue

ADDITIONAL COSTS

Estimated Ongoing Costs: n/a
(not included in dollar value above)

For: .
(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed Yes No	Reviewer	Date Out
Airports Director	<u>7/26/06</u>	() <input checked="" type="checkbox"/>	<u>Peter Horton</u>	<u>7/26/06</u>
Risk Management	<u>7/13/06</u>	() (<input checked="" type="checkbox"/>)	<u>M. [Signature]</u>	<u>7/13/06</u>
O.M.B./Purchasing	<u>7/13/06</u>	() ()	<u>[Signature]</u> for Risk Management	<u>7/13/06</u>
County Attorney	<u>7/13/06</u>	() ()	<u>Pedro Mercado</u> for OMB County Attorney	<u>7/13/06</u>

Comments: _____

Memo

To: Board of County Commissioners
From: Peter Horton, Director of Airports
Date: 8/1/06
Re: Agenda Item - Koch

This item requests approval of a contract with Koch Corporation, for the Noise Insulation Program, Phase 5 Construction, for the Key West International Airport.

The project will be funded 95% by the Federal Aviation Administration , and 5% by PFC Revenue.

The Commission granted approval to submit PFC Application # 9, to the FAA, 8/18/04. This project is noted in this PFC Application.

Thank you

/bev

CONSTRUCTION CONTRACT

THIS AGREEMENT effective _____ day of _____, 20____, between the MONROE COUNTY, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the "Sponsor") and Koch Corporation, (hereinafter referred to as the "Contractor").

WITNESSETH

WHEREAS, the Sponsor is the sponsor of the Key West International Airport Noise Insulation Program (hereinafter referred to as the "NIP"); and

WHEREAS, the Sponsor has elected to implement the fifth phase of the NIP (hereinafter referred to as "Phase 5"); and

WHEREAS, the Phase 5 NIP is managed by the consultant team consisting of the prime manager, architect, acoustician and construction manager (hereinafter referred to as the Program Manager"); and

WHEREAS, the Contractor shall perform all necessary work and labor in the Phase 5 NIP (hereinafter referred to as the "Work"); and

WHEREAS, the Work shall be performed in accordance with the approved Phase 5 NIP Construction Drawings dated April 17, 2006 (hereinafter referred to as the "Drawings" and the approved Phase 5 NIP Construction Specifications dated April 17, 2006 (hereinafter referred to as the "Specifications"); and

WHEREAS, the Work shall be completed in accordance with the Phase 5 NIP Construction Schedule (hereinafter referred to as the "Schedule"), consisting of the sub-construction construction schedules (1-6) and total construction period schedule; and

NOW, THEREFORE, in consideration of the terms, covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Sponsor and the Contractor hereby agree as follows:

That the Contractor in consideration of the payment of the Contract price thereof amounting to **Two Million Seven Hundred Eighteen Three Hundred Ninety Four Dollars (\$2,718,394.00)**, shall perform all work set forth in the Drawings and Specifications, and agrees to furnish all materials (except as specified to be furnished by the NIP), together with all necessary to furnish all necessary equipment, tools, labor, and other means of construction and do and perform all necessary work and labor for the full completion of the Work under Contract No. _____, the Work to be performed in accordance with approved Drawings and Specifications and for the price and compensation set forth above and as specified in the Bid Form of the Contractor which is hereto attached and hereby made a part of this agreement. The Work will be performed in accordance with Schedule. Work and payments will be pursuant to and in accordance with Drawings and Specifications, therein set forth and addenda thereto, all being incorporated by reference and being a part of this agreement.

The Contractor agrees to utilize the following Disadvantaged Business Enterprises:

KenMar General Contracting

Contractor agrees that the Work shall be done and performed in a good and workmanlike manner, that all materials and labor shall be in strict conformity in every respect with the Drawings and Specifications for the improvement and shall be subject to inspection and approval of the Sponsor through its duly authorized Program Manager and, in case any material or labor supplied shall be rejected by the Sponsor as defective or unusable, such rejected material shall be removed and replaced with approved material, and the rejected work shall be corrected to the satisfaction and approval of the Sponsor through its authorized Program Manager, at no additional cost or expense to the Sponsor.

Contractor further agrees that he will commence the Work hereunder upon receipt of the executed copy thereof and will complete the Work to the satisfaction and approval of the Program Manager within the time limits specified in Time of Completion and Schedule sections in the Specifications.

It is further agreed that any delay caused by the elements and other causes over which Contractor has no control or by strikes or other combined action of workers employed in the construction or in the transportation of materials, in no part caused or resulting from default or collusion on the part of the Contractor, shall be excused and the time for completion extended to the extent that Program Manager may find and determine such condition to have delayed completion within the time limit through no fault of the Contractor, but the judgment of Program Manager in respect thereto shall be final and conclusive upon the parties. Contractor agrees that neither it nor its Subcontractors shall have any claim for damages against the Sponsor or its agents arising from delays in the Work. Contractor understands that its sole remedy for a delay is an extension of time.

The Sponsor and the Contractor agree that the damages which would be incurred by the Sponsor in the event of delay of the Project would be substantial but are not capable of being precisely calculated as of the execution of this Contract. The Sponsor and the Contractor therefore agree based upon their professional knowledge and experience with projects of this type and their best estimates of the damage associated with delay of the Project that the Contractor (and his surety) shall be liable for and shall forfeit One Thousand Dollars (\$1,000.00) from the Contract Sum for each calendar day (Sundays and Holidays included) after the final Completion Date that any part of the Work upon any property remains incomplete, herein stipulated as fixed, agreed, as liquidated damages, and not as a penalty.

It is further understood and agreed that no claim for extra Work done or materials furnished by the Contractor will be allowed except as provided by the Drawings and Specifications, nor shall the Contractor do any work or furnish any materials not covered by the Drawings and Specifications and by this Contract unless such work is first ordered in writing as provided in the Drawings and Specifications. Any extra work done or materials furnished by the Contractor without written order first being given therefore as in the Drawings and Specifications provided shall be at Contractor's risk, cost and expense, and Contractor agrees in such event that he will make no claim for compensation for such extra work or materials.

It is further agreed that in no event shall the contracting officers of the Sponsor be personally liable or responsible in any manner to the Contractor, Subcontractors, suppliers, laborers or to other person or persons whomsoever for claim, demand, damages, actions, or causes of action or character arising out of or by reason of the execution of this agreement or the performance and completion of the Work and improvement provided herein.

Contractor certifies to being not disqualified or debarred from entering into or receiving a Florida Department of Transportation contract, or a municipal State-aid or County State-aid Contract administered by the Department of Transportation as agent of a municipality or county pursuant to Florida Statutes. Further, Contractor agrees not to utilize either directly or indirectly any contractor, corporation, partnership, or business however organized, which is disqualified or debarred from entering into or receiving contract as stated above. This restriction applies regardless of whether the disqualified or disbarred party acts in the capacity of a Contractor, a Subcontractor, or as an equipment or material supplier.

It is further agreed that the Contractor will abide by the provisions of Title VI of the Civil Rights Act of 1964 and Federal Regulations of the Department of Transportation, set forth in Section 00210 of the Specifications, will afford opportunity for Disadvantaged Business Enterprise as set forth in Section 00210 of the Specifications, will comply with restrictions on Federal Public Works Projects as set forth in Section 00210 of the Specifications, will comply with the General Civil Rights Provisions as set forth in Section 00210 of the Specifications, and will comply with Buy American Steel and Manufactured Products for Construction requirements as set forth in Section 00210 of the Specifications.

MONROE COUNTY NOISE INSULATION PROGRAM

By _____

STATE OF FLORIDA)
) SS
MONROE COUNTY)

This instrument was acknowledged before me on _____ day of _____, 20____, by
_____, as the authorized representative of Monroe County NIP.

(Notarial Seal)

Notary Public Signature

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Pedro J. Mercado 6/30/06

PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY

CONTRACTOR

By _____

Title C. Stephen Koch, President

**Contractor
Individual & Co-Partnership Acknowledgment**

STATE OF FLORIDA)
) SS
MONROE COUNTY)

This instrument was acknowledged before me on _____ day of _____, 20____,
by _____

Notary Public Signature

(Notarial Seal)

**Contractor
Corporate Acknowledgment**

KENTUCKY
STATE OF ~~FLORIDA~~)
) SS
~~MONROE~~ COUNTY)
JEFFERSON

This instrument was acknowledged before me on 28th day of June, 2006, by

C. Stephen Koch as the authorized representative (s) of Koch Corporation

[Signature]

Notary Public Signature

(Notarial Seal)

Monroe County Noise Insulation Program (NIP)

PAYMENT AND PERFORMANCE BOND

Part A: Payment Bond

BOND NO. 3481632

KNOW ALL BY THESE PRESENTS, that we, KOCH CORPORATION Contractor,

as Principal, whose address is 1131 LOGAN STREET, LOUISVILLE, KY 40204, and Surety
GREAT AMERICAN INSURANCE

COMPANY, whose address is 580 WALNUT STREET, CINCINNATI, OH 45202

duly authorized and licensed to do business in the State of Florida, as Surety, hereinafter called Surety, are held and firmly bound unto the **MONROE COUNTY NOISE INSULATION PROGRAM (NIP)**, as obligee, hereinafter called owner, for the use and benefit of claimants as hereinafter provided in the amount of TWO MILLION SEVEN HUNDRED EIGHTEEN THOUSAND Dollars, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. WHEREAS, Principal has written agreement dated 09-20-06, entered into a contract with Owner for NIP CONTRACT AIP 3-12-0037, in accordance with drawings and specifications prepared by/for **MONROE COUNTY NIP** which contract is by reference made party of hereof and is required by Section 255.05, Florida Statutes. The said written agreement, drawings, specifications and amendments are hereinafter referred to as the Contract.


NOW THEREFORE, THE CONDITION OF THIS OBLIGATION, as required by Section 255.05, Florida Statutes, is such that, if the Principal shall faithfully perform the said contract and pay every person entitled thereto for all the claims for labor performed and materials furnished under the Contract, to be used or consumed in making the public improvements or performing the public work as provided in the Contract, then this obligation shall be null and void; otherwise is shall remain in full force and effect, subject, however, to the following conditions: 1) No assignment, modification or change of the Contract, or change in the work covered thereby, or any extension of time for the completion of the Contract shall release the sureties on the bond. 2) Not later than one year after the completion of the work under the Contract, any party in interest may maintain an action in his own name against the Principal and the Surety upon this bond for the recovery of any damages he may have sustained by reason of the failure of the Principal to comply with the Contract or with the Contract between the Principal and his subcontractors. If the amount realized on this bond is insufficient to satisfy all claims of the parties in full, it shall be distributed among the parties pro rata.

Signed and sealed this 28th day of June, 2006

IN THE PRESENCE OF:

KOCH CORPORATION

Name of Principal (Contractor)

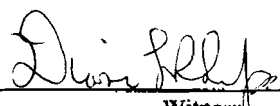

Lisa G. Green
Witness

By:  (Seal)

C. Stephen Koch, President

GREAT AMERICAN INSURANCE COMPANY

Name of Surety


DIANE L. PHELPS
Witness

By:  (Seal)

THOMAS J. MITCHELL, ATTORNEY-IN-FACT

Monroe County Noise Insulation Program (NIP)

PAYMENT AND PERFORMANCE BOND

Part B: Performance Bond

BOND NO. 3481632

KNOW ALL BY THESE PRESENTS, that we, KOCH CORPORATION, Contractor,

as Principal, whose address is 1131 LOGAN STREET, LOUISVILLE, KY 40204, and Surety

GREAT AMERICAN INSURANCE

COMPANY

, whose address is 580 WALNUT STREET, CINCINNATI, OH 45202

duly authorized and licensed to do business in the State of Florida, as Surety, hereinafter called Surety, are held and firmly bound unto **MONROE COUNTY NOISE INSULATION PROGRAM (NIP)**, as obligee, hereinafter called owner, for the use and benefit of claimants as hereinafter provided in the amount of TWO MILLION SEVEN HUNDRED EIGHTEEN THOUSAND or the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. WHEREAS, Principal has written agreement dated , 20 , entered into a contract with Owner for NIP CONTRACT # 3-12-0037, in accordance with drawings and specifications prepared by/for **MONROE COUNTY NIP** which contract is by reference made party of hereof and is required by Section 255.05, Florida Statutes. The said written agreement, drawings, specifications and amendments are hereinafter referred to as the Contract.

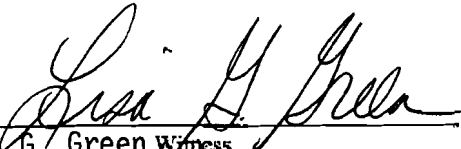
NOW THEREFORE, THE CONDITION OF THIS OBLIGATION, if the Principal shall faithfully complete the Contract(s) according to its terms and shall save the Monroe County NIP harmless from all cost and charges that may accrue on account of the doing of the Work specified and shall pay all costs of enforcement of the terms of the bond, if action is brought thereon, including reasonable attorney's fees, costs and disbursements, in any case in which such action is successfully maintained, or successfully appealed, and shall comply with the laws of the state appertaining to such Contract(s), then this obligation shall be void but otherwise it shall remain in full force and effect pursuant to Florida Statutes.

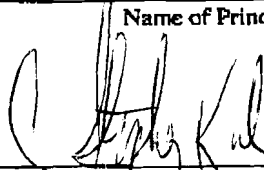
Signed and sealed this 28th day of June, 2006

IN THE PRESENCE OF:

KOCH CORPORATION

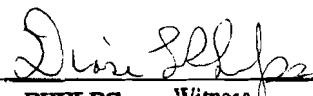
Name of Principal (Contractor)

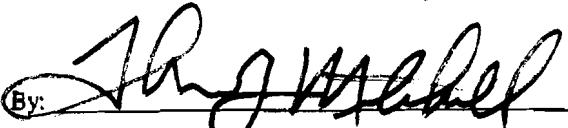

Lisa G. Green Witness

By:  (Seal)
C. Stephen Koch, President

GREAT AMERICAN INSURANCE COMPANY

Name of Surety


DIANE L. PHELPS Witness

By:  (Seal)
THOMAS L. MITCHELL, ATTORNEY-IN-FACT

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than Eight

No. 0 18129

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Steven M. Garrett	Deborah A. Yates	all of
William A. Kantlehner, III	Jeffrey A. Brown	Louisville, Kentucky
Thomas J. Mitchell	Diane L. Phelps	Unlimited
Roger A. Neal	Linda Kapfhammer	

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 26th day of May, 2005
Attest GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (513-412-4602)

On this 26th day of May, 2005, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993.

RESOLVED: That the Division President, the several Division Vice Presidents and Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, RONALD C. HAYES, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of March 1, 1993 have not been revoked and are now in full force and effect.

Signed and sealed this _____ day of _____,

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE
06/20/2006

PRODUCER
Garrett-Stotz Company
6011 Brownsboro Park Blvd
Suite B
Louisville KY 40207-1292

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Koch Corporation
P. O. Box 4398
Louisville KY 40204

INSURER A: Amerisure Companies
INSURER B: Amerisure Companies
INSURER C: Great American Insurance Companies
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CPP 1322729	12/31/2005	12/31/2006	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	CA 1322730	12/31/2005	12/31/2006	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	CU 1322731	12/31/2005	12/31/2006	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 132177002	12/31/2005	12/31/2006	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	OTHER				
B	EQUIP.FLOATER	CPP 1322729	12/31/2005	12/31/2006	\$80,000 PER ITEM & AGGREGATE
C	BUILDERS RISK	BINDER	07/01/2006	05/01/2007	LIMIT: \$2,718,394.00

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

ALL WORK INCLUDING MONROE COUNTY NOISE INSULATION PROGRAM (NIP), PROJECT NO.
AIP-3-12-0037-029-2006

CERTIFICATE HOLDER ☒ ADDITIONAL INSURED; INSURER LETTER: A

CANCELLATION

MONROE COUNTY BOARD OF COMMISSIONERS
1100 SIMONTON ST., RM 2-213
KEY WEST FL 33040

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Thomas J. Mitchell

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

KEY WEST CONSTRUCTION SCHEDULE - PHASE 5

7/11/2006

	Name	ADDRESS	Start	Finish
1	Smith	1901 Seldenberg Ave	1/22/2007	2/2/2007
2	Griffin	1909 Seldenberg Ave	1/22/2007	2/2/2007
3	Helzmann	1911 Seldenberg Ave Unit A	1/28/2007	2/9/2007
4	Helzmann	1911 Seldenberg Ave Unit B	1/29/2007	2/9/2007
5	Pengra	1917 Seldenberg Ave	2/5/2007	2/16/2007
6	Simonini & Walsh	1924 Seldenberg Ave	2/5/2007	2/16/2007
7	Simonini & Walsh	1925 Seldenberg Ave	2/12/2007	2/23/2007
8	Bradford	1922 Seldenberg Ave	2/12/2007	2/23/2007
9	Bradford	1923 Seldenberg Ave	2/19/2007	3/2/2007
10	Hansen	1905 Seldenberg Ave	2/19/2007	3/2/2007
11	Hansen	1907 Seldenberg Ave	3/5/2007	3/16/2007
12	Cahill & Reichert	1902 Seldenberg Ave	3/5/2007	3/16/2007
13	Cahill & Reichert	1903 Seldenberg Ave	3/12/2007	3/23/2007
14	Zerpa	1401 1st St.	3/12/2007	3/23/2007
15	Zerpa	1403 1st St.	3/19/2007	3/30/2007
16	Borders	1415 1st St.	3/19/2007	3/30/2007
17	Gonzalez	1419 1st St. Unit A	3/26/2007	4/6/2007
18	Gonzalez	1419 1st St. Unit C	3/26/2007	4/6/2007
19	Gonzalez	1900 1st St.	4/2/2007	4/13/2007
20	Niven & Sperring	1902 Staples Ave.	4/2/2007	4/13/2007
21	Vaneis	1904 Staples Ave.	4/16/2007	4/27/2007
22	Bethel	1907 Staples Ave.	4/16/2007	4/27/2007
23	Dyke	1908 Staples Ave.	4/23/2007	5/4/2007
24	Gonzalez	1908 Staples Ave.	4/23/2007	5/4/2007
25	Maquiere	1910 Staples Ave. Unit A	4/30/2007	5/11/2007
26	Maquiere	1910 Staples Ave. Unit B	4/30/2007	5/11/2007
27	Maquiere	1912 Staples Ave. Unit A	5/7/2007	5/18/2007
28	Maquiere	1912 Staples Ave. Unit B	5/7/2007	5/18/2007
29	Mendoza	1914 Staples Ave.	5/14/2007	5/25/2007
30	Ogden	1916 Staples Ave.	5/14/2007	5/25/2007
31	Lawrence	1918 Staples Ave. Unit A	5/28/2007	6/8/2007
32	Lawrence	1918 Staples Ave. Unit B	5/28/2007	6/8/2007
33	Lawrence	1918 Staples Ave. Unit C	6/4/2007	6/15/2007
34	Condelle	1923 Staples Ave.	6/4/2007	6/15/2007
35	Bradford	1408 2nd St.	6/11/2007	6/22/2007
36	Renduies	1421 2nd St.	6/11/2007	6/22/2007
37	Renduies	1425 2nd St.	6/18/2007	6/29/2007
38	Swang	2007 Staples Ave.	6/18/2007	6/29/2007
39	Jenkins	2011 Staples Ave.	6/25/2007	7/6/2007
40	Fleok	2015 Staples Ave.	6/25/2007	7/6/2007
41	Cross	2019 Staples Ave.	7/6/2007	7/20/2007
42	Rojas	2022 Staples Ave. Unit A/B	7/6/2007	7/20/2007
43	Rojas	2022 Staples Ave. Unit C	7/16/2007	7/27/2007
44	Knight	2023 Staples Ave.	7/16/2007	7/27/2007
45	Levin/Church	2027 Staples Ave. Unit A	7/23/2007	8/3/2007
46	Levin/Church	2027 Staples Ave. Unit B	7/23/2007	8/3/2007
47	Cullin	1921 Flagler Ave	7/30/2007	8/10/2007
48	Pine	2007 Flagler Ave Unit A	7/30/2007	8/10/2007
49	Pine	2007 Flagler Ave Unit B	8/6/2007	8/17/2007
50	Pine	2007 Flagler Ave Unit C	8/6/2007	8/17/2007
51	Gallano	2111 Flagler Ave	8/20/2007	8/31/2007
52	Young	2203 Flagler Ave Unit A	8/20/2007	8/31/2007
53	Young	2205 Flagler Ave Unit B	8/27/2007	9/7/2007
54	Knowles	2205 Flagler Ave	8/27/2007	9/7/2007
55	Koehn	1536 4th St.	8/3/2007	9/14/2007
56	Genova	1539 4th St.	8/3/2007	9/14/2007
57	Bueche	1807 Venetian Dr.	8/10/2007	8/21/2007
58	Hernandez	2807 Venetian Dr.	8/10/2007	8/21/2007
59	Hamilton	2819 Venetian Dr. Unit A	8/17/2007	8/28/2007
60	Hamilton	2819 Venetian Dr. Unit B	8/17/2007	8/28/2007
61	Wangsvick	1704 Banana Dr.	9/24/2007	10/6/2007

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE
06/20/2006

PRODUCER
Garrett-Stotz Company
6011 Brownsboro Park Blvd
Suite B
Louisville KY 40207-1292

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Koch Corporation
P. O. Box 4398
Louisville KY 40204

INSURER A: Amerisure Companies
INSURER B: Amerisure Companies
INSURER C: Great American Insurance Companies
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CPP 1322729	12/31/2005	12/31/2006	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	CA 1322730	12/31/2005	12/31/2006	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	CU 1322731	12/31/2005	12/31/2006	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 132177002	12/31/2005	12/31/2006	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER E L EACH ACCIDENT \$ 100,000 E L DISEASE - EA EMPLOYEE \$ 100,000 E L DISEASE - POLICY LIMIT \$ 500,000
B	OTHER EQUIP.FLOATER	CPP 1322729	12/31/2005	12/31/2006	\$80,000 PER ITEM & AGGREGATE
C	BUILDERS RISK	BINDER	07/01/2006	05/01/2007	LIMIT: \$2,718,394.00

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

ALL WORK INCLUDING MONROE COUNTY NOISE INSULATION PROGRAM (NIP), PROJECT NO.
AIP-3-12-0037-029-2006

CERTIFICATE HOLDER ☒ ADDITIONAL INSURED: INSURER LETTER: A

CANCELLATION

MONROE COUNTY BOARD OF COMMISSIONERS
1100 SIMONTON ST., RM 2-213
KEY WEST FL 33040

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Thomas J. Mitchell

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.